

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SPEARMAN CORPORATION  
MARYSVILLE DIVISION and  
SPEARMAN CORPORATION KENT  
DIVISION,

Plaintiffs,

v.

THE BOEING COMPANY,

Defendant.

No. 2:20-cv-00013 RSM

STIPULATED  
MOTION FOR IN LIMINE RULINGS

AND ORDER

NOTE ON MOTION CALENDAR:  
Tuesday, February 14, 2023

THE BOEING COMPANY,

Counterclaim and Third-  
Party Plaintiff,

v.

SPEARMAN CORPORATION and  
SPEARMAN CORPORATION KENT  
DIVISION,

Counterclaim Defendant

ALEXANDER SPEARMAN, an individual,

Third-Party Defendant.

STIPULATED MOTION AND  
ORDER IN LIMINE  
(No. 2:20-cv-00013)

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1 The parties, through their respective counsel, hereby stipulate and jointly move that no  
 2 party will offer or present evidence, interrogate a witness about, or infer, suggest, or argue on  
 3 any of the following without first seeking leave from the Court or that are included in the jury  
 4 instructions:

- 5 1. A legally prohibited “Golden Rule” argument.
- 6 2. An expert witness’s other affiliations with counsel on unrelated matters.
- 7 3. A party’s use, if any, of jury consultants or jury study or focus groups to assist  
 8 with trial preparation, jury selection, or trial.
- 9 4. The appropriateness of a party invoking the protection of any privilege, including  
 10 the presence of privileged redactions on an exhibit introduced into evidence.
- 11 5. The size of any law firm representing any party; other matters handled by the law  
 12 firms or their lawyers; other clients of the law firms or their lawyers; or the wealth  
 13 or resources of any law firm, their lawyers, or any expert witness retained by any  
 14 party in this case.
- 15 6. That the judge or an appellate court may have a right, duty, or ability to later  
 16 change the ultimate verdict of the jury in this cause or to review the verdict in any  
 17 manner.
- 18 7. Any parties’ motives in pursuing their claims in this case, including the potential  
 19 need to pursue litigation to cover unrelated debts.
- 20 8. That Boeing’s termination for convenience of the -907 / -908 parts was in breach  
 21 of the parties’ agreement, inappropriate or unfair.

22 The parties also stipulate to and jointly move that the court approve the following procedural  
 23 matters:

- 24 9. All fact witnesses shall be excluded from the courtroom until excused following  
 25 their testimony until closing argument, with the exception of Alex Spearman and  
 26 a single Boeing representative (to be determined) who can be present as party

representatives throughout trial. The parties' respective retained expert witnesses who may still testify (Dreikorn, Wagner, Carter, Barrick and Tregillis) are not excluded.

10. Any substantive (as opposed to illustrative) deposition exhibit to which counsel applied highlighting will be replaced by a clean copy of the document, unless the parties agree to the highlighting or the Court orders it for the sake of efficiency.
11. Deposition testimony shall not be read or presented during opening statement unless the presenting party included that testimony in pretrial designations and all objections to the testimony have been resolved.
12. The parties will make a good faith effort to provide least three days' notice to the Court and the other side of each witness to be called to testify and the anticipated order in which witnesses will be presented.
13. When video or transcripts from depositions are presented to the jury, in addition to removing testimony to which objections are sustained, the parties will remove all objections or responses to objections from the subject matter presented to the jury, to the extent practicable.

RESPECTFULLY SUBMITTED this 14th day of February, 2023.

LANE POWELL PC

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**ORDER**

Based on the above Stipulated Motion, the Court does hereby ORDER:

The Stipulated Motion is granted.

DATED this 15<sup>th</sup> day of February, 2023.



RICARDO S. MARTINEZ  
UNITED STATES DISTRICT JUDGE